

DEC 19 '05 3-10 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

December 19, 2005

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of December 16, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 26033.

The names and addresses of the parties to the enclosed document are:

Seller: General Electric Railcar Services Corporation  
161 North Clark Street  
Chicago, Illinois 60601

Buyer: Infinity Rail, LLC  
817 West Peachtree Street, Suite M110  
Atlanta, Georgia 30308

Mr. Vernon A. Williams  
December 19, 2005  
Page 2

A description of the railroad equipment covered by the enclosed document is:

91 railcars within the series NAHX 82050 - NAHX 82535 and NAHX 800727 - NAHX 800949 as more particularly set forth in the equipment schedule attached to the document, and NAHX 63450.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

DEC 19 '05 3-10 PM

## ASSIGNMENT AND ASSUMPTION AGREEMENT SURFACE TRANSPORTATION BOARD

(Mosaic USA LLC)

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2005 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail, LLC, a Georgia limited liability company (the "Buyer").

## RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 16, 2005 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

## AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under each of the following as they relate to each unit:

- (a) the Lease;
- (b) that certain Letter dated October 24, 2004, from the Seller to Mosaic USA LLC, regarding substitution of the railcar marked ACFX 480037; and
- (c) that certain Car Leasing Agreement 4851-83-02, dated as of January 5, 1995, between the Seller and Kalium Chemicals, Ltd. ((a), (b) and (c) collectively, the "Operative Agreements").

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations, to the extent arising on or after the Closing Date, of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale in the form of Exhibit I hereto.

**Closing Date:** the date of the Bill of Sale.

**Equipment:** the units of equipment listed on Schedule 1 hereto.

**Lease:** that certain Rider No. 8 to Car Leasing Agreement No. 4851-83-02, dated August 23, 1999, between the Seller, as lessor, and IMC Global Inc., as lessee, as extended by that certain Rider No. 8 Renewal No. 1 dated as of July 30, 2003, between the Seller, as lessor, and IMC USA Inc. LLC, as lessee, and by that certain Rider No. 8 Renewal No. 2 dated as of December 21, 2004, between the Seller, as lessor, and Mosaic USA LLC, as lessee, which incorporates by reference that certain Car Leasing Agreement No. 4851-83-02, dated as of January 5, 1995, between the Seller, as lessor, and Kalium Chemicals, Ltd., as lessee.

**Lessee:** Mosaic USA LLC.

**Ownership Interest:** the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

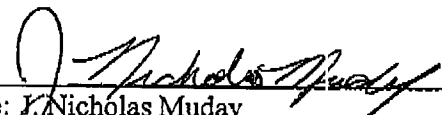
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By:   
Name: J. Nicholas Muday  
Title: Vice President

**INFINITY RAIL, LLC**

By: **Infinity Asset Management, LLC,  
as Manager**

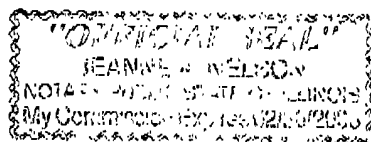
By: \_\_\_\_\_  
Jeffrey E. Edelman, Vice President

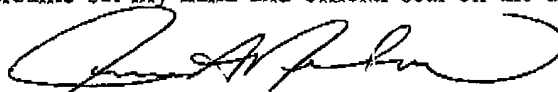
State of ILLINOIS )

County of COOK )

On this, the 15 day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared James N. Muday, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



  
Name: Jeanne A. Nelson  
Notary Public

My Commission Expires: February 20, 2006  
Residing in: Cook County

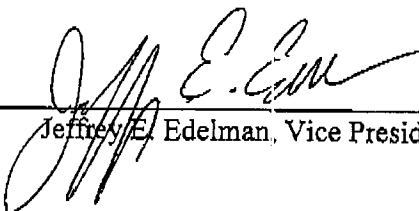
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: \_\_\_\_\_  
Name: J. Nicholas Muday  
Title: Vice President

**INFINITY RAIL, LLC**

By: **Infinity Asset Management, LLC,**  
as Manager

By:  \_\_\_\_\_  
Jeffrey E. Edelman, Vice President



State of Georgia

County of Fulton

)  
)  
)

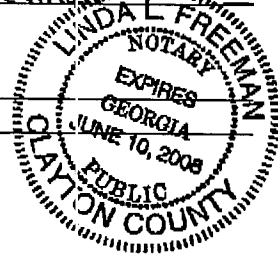
On this, the 16 day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared Jeffrey E. Edelman, a Vice President of Infinity Asset Management, LLC, the Manager of Infinity Rail, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail, LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Linda L. Freeman  
Name: Linda L. Freeman  
Notary Public

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_



# Schedule 1

Description: 4427 cubic foot gravity hoppers

Quantity: 91

Reporting marks and identifying numbers:

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting Mark</u>	
1	Mosaic USA LLC	NAHX	82050
2	Mosaic USA LLC	NAHX	82053
3	Mosaic USA LLC	NAHX	82054
4	Mosaic USA LLC	NAHX	82055
5	Mosaic USA LLC	NAHX	82086
6	Mosaic USA LLC	NAHX	82087
7	Mosaic USA LLC	NAHX	82102
8	Mosaic USA LLC	NAHX	82104
9	Mosaic USA LLC	NAHX	82106
10	Mosaic USA LLC	NAHX	82113
11	Mosaic USA LLC	NAHX	82122
12	Mosaic USA LLC	NAHX	82124
13	Mosaic USA LLC	NAHX	82139
14	Mosaic USA LLC	NAHX	82142
15	Mosaic USA LLC	NAHX	82149
16	Mosaic USA LLC	NAHX	82155
17	Mosaic USA LLC	NAHX	82157
18	Mosaic USA LLC	NAHX	82162
19	Mosaic USA LLC	NAHX	82163
20	Mosaic USA LLC	NAHX	82175
21	Mosaic USA LLC	NAHX	82179
22	Mosaic USA LLC	NAHX	82195
23	Mosaic USA LLC	NAHX	82204
24	Mosaic USA LLC	NAHX	82205
25	Mosaic USA LLC	NAHX	82211
26	Mosaic USA LLC	NAHX	82229
27	Mosaic USA LLC	NAHX	82235
28	Mosaic USA LLC	NAHX	82237

29	Mosaic USA LLC	NAHX	82243
30	Mosaic USA LLC	NAHX	82245
31	Mosaic USA LLC	NAHX	82255
32	Mosaic USA LLC	NAHX	82270
33	Mosaic USA LLC	NAHX	82273
34	Mosaic USA LLC	NAHX	82284
35	Mosaic USA LLC	NAHX	82291
36	Mosaic USA LLC	NAHX	82303
37	Mosaic USA LLC	NAHX	82305
38	Mosaic USA LLC	NAHX	82312
39	Mosaic USA LLC	NAHX	82319
40	Mosaic USA LLC	NAHX	82325
41	Mosaic USA LLC	NAHX	82332
42	Mosaic USA LLC	NAHX	82341
43	Mosaic USA LLC	NAHX	82348
44	Mosaic USA LLC	NAHX	82364
45	Mosaic USA LLC	NAHX	82368
46	Mosaic USA LLC	NAHX	82387
47	Mosaic USA LLC	NAHX	82391
48	Mosaic USA LLC	NAHX	82392
49	Mosaic USA LLC	NAHX	82407
50	Mosaic USA LLC	NAHX	82408
51	Mosaic USA LLC	NAHX	82412
52	Mosaic USA LLC	NAHX	82416
53	Mosaic USA LLC	NAHX	82428
54	Mosaic USA LLC	NAHX	82435
55	Mosaic USA LLC	NAHX	82436
56	Mosaic USA LLC	NAHX	82437
57	Mosaic USA LLC	NAHX	82438
58	Mosaic USA LLC	NAHX	82443
59	Mosaic USA LLC	NAHX	82449
60	Mosaic USA LLC	NAHX	82457
61	Mosaic USA LLC	NAHX	82458
62	Mosaic USA LLC	NAHX	82464
63	Mosaic USA LLC	NAHX	82486

64	Mosaic USA LLC	NAHX	82501
65	Mosaic USA LLC	NAHX	82517
66	Mosaic USA LLC	NAHX	82519
67	Mosaic USA LLC	NAHX	82521
68	Mosaic USA LLC	NAHX	82530
69	Mosaic USA LLC	NAHX	82535
70	Mosaic USA LLC	NAHX	800727
71	Mosaic USA LLC	NAHX	800741
72	Mosaic USA LLC	NAHX	800744
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74	Mosaic USA LLC	NAHX	800758
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76	Mosaic USA LLC	NAHX	800767
77	Mosaic USA LLC	NAHX	800803
78	Mosaic USA LLC	NAHX	800807
79	Mosaic USA LLC	NAHX	800808
80	Mosaic USA LLC	NAHX	800809
81	Mosaic USA LLC	NAHX	800810
82	Mosaic USA LLC	NAHX	800824
83	Mosaic USA LLC	NAHX	800833
84	Mosaic USA LLC	NAHX	800853
85	Mosaic USA LLC	NAHX	800936
86	Mosaic USA LLC	NAHX	800941
87	Mosaic USA LLC	NAHX	800942
88	Mosaic USA LLC	NAHX	800946
89	Mosaic USA LLC	NAHX	800948
90	Mosaic USA LLC	NAHX	800949
91	Mosaic USA LLC	NAHX	63450

**EXHIBIT I**

**FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Infinity Rail, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December \_\_, 2005, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December \_\_, 2005, between Seller and Buyer.

General Electric Railcar Services Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Schedule 1

(to Form of Bill of Sale)

Description: 4427 cubic foot gravity hoppers

Quantity: 91

Reporting marks and identifying numbers:

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
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19	Mosaic USA LLC	NAHX	82163
20	Mosaic USA LLC	NAHX	82175
21	Mosaic USA LLC	NAHX	82179
22	Mosaic USA LLC	NAHX	82195
23	Mosaic USA LLC	NAHX	82204
24	Mosaic USA LLC	NAHX	82205
25	Mosaic USA LLC	NAHX	82211
26	Mosaic USA LLC	NAHX	82229
27	Mosaic USA	NAHX	82235

	LLC		
	Mosaic USA		
28	LLC	NAHX	82237
	Mosaic USA		
29	LLC	NAHX	82243
	Mosaic USA		
30	LLC	NAHX	82246
	Mosaic USA		
31	LLC	NAHX	82255
	Mosaic USA		
32	LLC	NAHX	82270
	Mosaic USA		
33	LLC	NAHX	82273
	Mosaic USA		
34	LLC	NAHX	82284
	Mosaic USA		
35	LLC	NAHX	82291
	Mosaic USA		
36	LLC	NAHX	82303
	Mosaic USA		
37	LLC	NAHX	82305
	Mosaic USA		
38	LLC	NAHX	82312
	Mosaic USA		
39	LLC	NAHX	82319
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40	LLC	NAHX	82325
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41	LLC	NAHX	82332
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42	LLC	NAHX	82341
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43	LLC	NAHX	82348
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53	LLC	NAHX	82428
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54	LLC	NAHX	82435
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58	LLC	NAHX	82443
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	Mosaic USA		
61	LLC	NAHX	82458

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78	Mosaic USA LLC	NAHX	800807
79	Mosaic USA LLC	NAHX	800808
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81	Mosaic USA LLC	NAHX	800810
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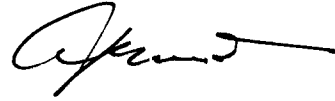


**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

12/19/05



\_\_\_\_\_  
Robert W. Alvord